

Colm A. Moran (SBN 202685)  
cmoran@shb.com  
Robert E. Feyder (SBN 130688)  
rfeyder@shb.com  
Adam O. Lauridsen (SBN 333626)  
alauridsen@shb.com@shb.com  
SHOOK, HARDY & BACON L.L.P.  
2049 Century Park East, Suite 3000  
Los Angeles, CA 90067  
Telephone: 424.285.8330  
Facsimile: 424.204.9093

Attorneys for Defendant  
FIDELITY WARRANTY SERVICES, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JEAN PAUL NATAF, an individual,

Plaintiff,

vs.

FIDELITY WARRANTY SERVICES,  
INC., a Florida Corporation; LAD-MB,  
LLC dba MERCEDES-BENZ OF DTLA,  
a limited liability company,

Defendants

Case No. 2:22-cv-05482-JAK-E

Assigned to: Hon. John A. Kronstadt

**STIPULATION REGARDING  
[PROPOSED] PROTECTIVE ORDER**

**[DISCOVERY DOCUMENT:  
REFERRED TO MAGISTRATE  
JUDGE CHARLES F. EICK]**

1     1.     A.     PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary or private information for which special protection from public disclosure  
4     and from use for any purpose other than prosecuting this litigation may be warranted.  
5     Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6     Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7     blanket protections on all disclosures or responses to discovery and that the protection  
8     it affords from public disclosure and use extends only to the limited information or items  
9     that are entitled to confidential treatment under the applicable legal principles.

10        B.     GOOD CAUSE STATEMENT

11       This action is likely to involve the confidential business information of the  
12     parties, including customer and pricing information, business methods, other valuable  
13     commercial, financial, technical, and/or proprietary information, and the personal  
14     information of natural persons for which special protection from public disclosure and  
15     from use for any purpose other than prosecution of this action is warranted. Such  
16     confidential and proprietary materials and information consist of, among other things,  
17     confidential business or financial information, confidential commercial information  
18     (including information implicating privacy rights of third parties), and information  
19     otherwise generally unavailable to the public, or which may be privileged or otherwise  
20     protected from disclosure under state or federal statutes, court rules, case decisions, or  
21     common law. Accordingly, to expedite the flow of information, to facilitate the prompt  
22     resolution of disputes over confidentiality of discovery materials, to adequately protect  
23     information the parties are entitled to keep confidential, to ensure that the parties are  
24     permitted reasonable necessary uses of such material in preparation for and in the  
25     conduct of trial, to address their handling at the end of the litigation, and serve the ends  
26     of justice, a protective order for such information is justified in this matter. It is the  
27     intent of the parties that information will not be designated as confidential for tactical  
28     reasons and that nothing be so designated without a good faith belief that it has been

1 maintained in a confidential, non-public manner, and there is good cause why it should  
2 not be part of the public record of this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

4 The parties further acknowledge, as set forth in Section 12.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information under  
6 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
7 standards that will be applied when a party seeks permission from the court to file  
8 material under seal.

9 There is a strong presumption that the public has a right of access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive motions,  
11 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
12 *County of Honolulu*, [447 F.3d 1172, 1176 \(9th Cir. 2006\)](#), *Phillips v. Gen. Motors*  
13 *Corp.*, [307 F.3d 1206, 1210-11 \(9th Cir. 2002\)](#), *Makar-Welbon v. Sony Electronics, Inc.*,  
14 [187 F.R.D. 576, 577 \(E.D. Wis. 1999\)](#) (even stipulated protective orders require good  
15 cause showing), and a specific showing of good cause or compelling reasons with  
16 proper evidentiary support and legal justification, must be made with respect to  
17 Protected Material that a party seeks to file under seal. The parties' mere designation of  
18 Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
19 submission of competent evidence by declaration, establishing that the material sought  
20 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
21 constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then  
23 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
24 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*  
25 *v. Pacific Creditors Ass'n.*, [605 F.3d 665, 677-79 \(9th Cir. 2010\)](#). For each item or type  
26 of information, document, or thing sought to be filed or introduced under seal in  
27 connection with a dispositive motion or trial, the party seeking protection must  
28 articulate compelling reasons, supported by specific facts and legal justification, for the

1 requested sealing order. Again, competent evidence supporting the application to file  
2 documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its  
4 entirety will not be filed under seal if the confidential portions can be redacted. If  
5 documents can be redacted, then a redacted version for public viewing, omitting only  
6 the confidential, privileged, or otherwise protectable portions of the document, shall be  
7 filed. Any application that seeks to file documents under seal in their entirety should  
8 include an explanation of why redaction is not feasible.

9 **2. DEFINITIONS**

10 2.1 Action: *Jean Paul Nataf vs. Fidelity Warranty Services, Inc. and LAD-MB,*  
11 *LLC dba Mercedes-Benz of DTLA* (Case No. No. 2:22-cv-05482-JAK-E).

12 2.2 Challenging Party: A Party or Non-Party that challenges the designation of  
13 information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how  
15 it is generated, stored or maintained) or tangible things that qualify for protection under  
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
17 Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
19 support staff).

20 2.5 Designating Party: A Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: All items or information, regardless of  
24 the medium or manner in which it is generated, stored, or maintained (including, among  
25 other things, testimony, transcripts, and tangible things), that are produced or generated  
26 in disclosures or responses to discovery in this matter.

27 2.7 Expert: A person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as an

1 expert witness or as a consultant in this Action.

2 2.8 House Counsel: Attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5 2.9 Non-Party: Any natural person, partnership, corporation, association or  
6 other legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: Attorneys who are not employees of a party  
8 to this Action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
10 appeared on behalf of that party, and includes support staff.

11 2.11 Party: Any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14 2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16 2.13 Professional Vendors: Persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
19 their employees and subcontractors.

20 2.14 Protected Material: Any Disclosure or Discovery Material that is  
21 designated as "CONFIDENTIAL."

22 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected  
26 Material (as defined above), but also (1) any information copied or extracted from  
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
28 Material; and (3) any testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders of the trial  
3 judge. This Order does not govern the use of Protected Material at trial.

4 4. DURATION

5 Once a case proceeds to trial, information that was designated as  
6 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
7 an exhibit at trial becomes public and will be presumptively available to all members  
8 of the public, including the press, unless compelling reasons supported by specific  
9 factual findings to proceed otherwise are made to the trial judge in advance of the trial.  
10 *See Kamakana*, [447 F.3d at 1180-81](#) (distinguishing “good cause” showing for sealing  
11 documents produced in discovery from “compelling reasons” standard when merits-  
12 related documents are part of court record). Accordingly, the terms of this protective  
13 order do not extend beyond the commencement of the trial.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that qualifies  
18 under the appropriate standards. The Designating Party must designate for protection  
19 only those parts of material, documents, items or oral or written communications that  
20 qualify so that other portions of the material, documents, items or communications for  
21 which protection is not warranted are not swept unjustifiably within the ambit of this  
22 Order.

23 Mass, indiscriminate or routinized designations are prohibited. Designations that  
24 are shown to be clearly unjustified or that have been made for an improper purpose  
25 (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating Party  
27 to sanctions.

28 If it comes to a Designating Party’s attention that information or items that it

1 designated for protection do not qualify for protection, that Designating Party must  
2 promptly notify all other Parties that it is withdrawing the inapplicable designation.

3       5.2 Manner and Timing of Designations. Except as otherwise provided in  
4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
6 under this Order must be clearly so designated before the material is disclosed or  
7 produced.

8       Designation in conformity with this Order requires:

9       (a) for information in documentary form (e.g., paper or electronic documents,  
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
11 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
12 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
13 portion of the material on a page qualifies for protection, the Producing Party also must  
14 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
15 margins).

16       A Party or Non-Party that makes original documents available for inspection  
17 need not designate them for protection until after the inspecting Party has indicated  
18 which documents it would like copied and produced. During the inspection and before  
19 the designation, all of the material made available for inspection shall be deemed  
20 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
21 copied and produced, the Producing Party must determine which documents, or portions  
22 thereof, qualify for protection under this Order. Then, before producing the specified  
23 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
24 that contains Protected Material. If only a portion of the material on a page qualifies for  
25 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
26 by making appropriate markings in the margins).

27       (b) for testimony given in depositions that the Designating Party identifies the  
28 Disclosure or Discovery Material on the record, before the close of the deposition all

1 protected testimony.

2 (c) for information produced in some form other than documentary and for  
3 any other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
6 protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material. Upon  
11 timely correction of a designation, the Receiving Party must make reasonable efforts to  
12 assure that the material is treated in accordance with the provisions of this Order.

## 13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
16 Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37-1 et seq.

19 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint  
20 stipulation pursuant to Local Rule 37-2.

21 6.4 The burden of persuasion in any such challenge proceeding shall be on the  
22 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
23 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
24 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
25 the confidentiality designation, all parties shall continue to afford the material in  
26 question the level of protection to which it is entitled under the Producing Party’s  
27 designation until the Court rules on the challenge.

1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles.     A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this Action  
4 only for prosecuting, defending or attempting to settle this Action. Such Protected  
5 Material may be disclosed only to the categories of persons and under the conditions  
6 described in this Order. When the Action has been terminated, a Receiving Party must  
7 comply with the provisions of section 13 below (FINAL DISPOSITION).

8             Protected Material must be stored and maintained by a Receiving Party at a  
9 location and in a secure manner that ensures that access is limited to the persons  
10 authorized under this Order.

11            7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
14 only to:

15            (a)     the Receiving Party’s Outside Counsel of Record in this Action, as well as  
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
17 disclose the information for this Action;

18            (b)     the officers, directors, and employees (including House Counsel) of the  
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20            (c)     Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23            (d)     the court and its personnel;

24            (e)     court reporters and their staff;

25            (f)     professional jury or trial consultants, mock jurors, and Professional  
26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28            (g)     the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
3 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
4 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
5 not be permitted to keep any confidential information unless they sign the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
7 by the Designating Party or ordered by the court. Pages of transcribed deposition  
8 testimony or exhibits to depositions that reveal Protected Material may be separately  
9 bound by the court reporter and may not be disclosed to anyone except as permitted  
10 under this Stipulated Protective Order; and

11 (i) any mediator or settlement officer, and their supporting personnel,  
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
14 OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation that  
16 compels disclosure of any information or items designated in this Action as  
17 “CONFIDENTIAL,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall  
19 include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to  
21 issue in the other litigation that some or all of the material covered by the subpoena or  
22 order is subject to this Protective Order. Such notification shall include a copy of this  
23 Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued  
25 by the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with the  
27 subpoena or court order shall not produce any information designated in this action as  
28 “CONFIDENTIAL” before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party's permission. The  
2 Designating Party shall bear the burden and expense of seeking protection in that court  
3 of its confidential material and nothing in these provisions should be construed as  
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
5 from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
7 IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-  
9 Party in this Action and designated as "CONFIDENTIAL." Such information produced  
10 by Non-Parties in connection with this litigation is protected by the remedies and relief  
11 provided by this Order. Nothing in these provisions should be construed as prohibiting  
12 a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party's confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality  
19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a  
22 reasonably specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-  
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
26 of receiving the notice and accompanying information, the Receiving Party may  
27 produce the Non-Party's confidential information responsive to the discovery request.  
28 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce

1 any information in its possession or control that is subject to the confidentiality  
2 agreement with the Non-Party before a determination by the court. Absent a court order  
3 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
4 in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
9 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
10 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
11 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
12 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
13 that is attached hereto as Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other protection,  
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
20 may be established in an e-discovery order that provides for production without prior  
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
22 parties reach an agreement on the effect of disclosure of a communication or  
23 information covered by the attorney-client privilege or work product protection, the  
24 parties may incorporate their agreement in the stipulated protective order submitted to  
25 the court.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Party's request to file Protected Material under seal is  
10 denied by the court, then the Receiving Party may file the information in the public  
11 record unless otherwise instructed by the court.

12   13.   FINAL DISPOSITION

13           After the final disposition of this Action, as defined in paragraph 4, within 60  
14 days of a written request by the Designating Party, each Receiving Party must return all  
15 Protected Material to the Producing Party or destroy such material. As used in this  
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
17 summaries, and any other format reproducing or capturing any of the Protected  
18 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
19 must submit a written certification to the Producing Party (and, if not the same person  
20 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
21 category, where appropriate) all the Protected Material that was returned or destroyed  
22 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
23 compilations, summaries or any other format reproducing or capturing any of the  
24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
25 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
27 work product, and consultant and expert work product, even if such materials contain  
28 Protected Material. Any such archival copies that contain or constitute Protected

1 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

2 14. VIOLATION

3 Any violation of this Order may be punished by appropriate measures including,  
4 without limitation, contempt proceedings and/or monetary sanctions.

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 Dated: February 22, 2023

SHOOK, HARDY & BACON L.L.P.

9 By: /s/ Colm A. Moran

10 Colm A. Moran  
11 Robert E. Feyder  
12 Adam O. Laurdisen

13 Attorneys for Defendant  
14 FIDELITY WARRANTY SERVICES,  
15 INC.

16 Dated: February 22, 2023

BURKE, WILLIAM & SORENSEN, LLP

17 By: /s/ Brian S. Ginter

18 Brian S. Ginter  
19 John R. Horstmann

20 Attorneys for Plaintiff

21  
22 Dated: February 22, 2023

LEACH & MCGREEVY, LLP

23 By: /s/ Brian Leach

24 Brian Leach

25 Attorneys for Defendant  
26 LAD-MB, LLC dba MERCEDES-BENZ  
27 OF DTLA  
28



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I \_\_\_\_\_[print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_[print or type full address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the United  
 States District Court for the Central District of California on [date] in the case of Jean  
*Paul Nataf vs. Fidelity Warranty Services, Inc. and LAD-MB, LLC dba Mercedes-Benz*  
*of DTLA* (Case No. No. 2:22-cv-05482-JAK-E). I agree to comply with and to be bound  
 by all the terms of this Stipulated Protective Order and I understand and acknowledge  
 that failure to so comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any information or  
 item that is subject to this Stipulated Protective Order to any person or entity except in  
 strict compliance with the provisions of this Order. I further agree to submit to the  
 jurisdiction of the United States District Court for the Central District of California for  
 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
 proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_  
 \_\_\_\_\_[print or type full name] of \_\_\_\_\_[print or type full address and  
 telephone number] as my California agent for service of process in connection with this  
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed:\_\_\_\_\_

Printed name:\_\_\_\_\_

Signature:\_\_\_\_\_